

Data Sharing Agreement

for

The exchange of road safety data between the Agencies

The Commonwealth of Australia as represented by the Department of Infrastructure,
Transport, Regional Development, Communications and the Arts (DITRDCA)
ABN 86 267 354 017

The State of New South Wales as represented by Transport for NSW
ABN 18 804 239 602

The State of Queensland as represented by the Department of Transport and Main
Roads
ABN 39 407 690 291

The State of South Australia as represented by the Department for Infrastructure and
Transport
ABN 92 366 288 135

The State of Tasmania as represented by the Department of State Growth
ABN 36 388 980 563

The State of Victoria as represented by the Department of Transport and Planning
ABN 69 981 208 782

The State of Western Australia as represented by the Road Safety Commission
ABN 91 724 684 688

The Australian Capital Territory as represented by the Transport Canberra and City
Services Directorate
ABN 37 307 569 373

The Northern Territory of Australia as represented by the Department of Infrastructure,
Planning and Logistics
ABN 84 085 734 992

Contents

1.	PARTICIPANTS.....	1
2.	PURPOSE.....	1
	2.1 Purpose of the Agreement.....	1
	2.2 Approved purposes for use of the Data.....	2
3.	STATUS AND INTERPRETATION	2
	3.1 Status.....	2
	3.2 Definitions	3
	3.3 Interpretation.....	4
	3.4 Structure	5
	3.5 Intellectual Property Rights.....	5
	3.6 No fees or monetisation	5
4.	TERM	5
	4.1 Commencement and duration	5
	4.2 Variation.....	5
	4.3 Withdrawal	6
	4.4 Termination.....	6
	4.5 Survival	6
5.	RISK MANAGEMENT	6
	5.2 Privacy	6
	5.3 Security incidents.....	6
	5.4 Harmful Code.....	7
	5.5 Data accuracy and quality	7
	5.6 Agencies use Data at their own risk	8
6.	DATA SHARING ARRANGEMENTS.....	8
	6.1 Outline of Agency roles	8
	6.2 Compliance with Laws, policies, codes and standards	8
	6.3 Management of access	9
	6.4 Data storage	9
	6.5 Acknowledgement of Data source	9
	6.6 Access to Data by Third Parties	9
7.	GOVERNANCE	10
	7.1 Nomination of Authorised Officers.....	10
	7.2 Role of Authorised Officers.....	10
	7.3 List of Authorised Officers	11
	7.4 Road Safety Data Working Group	11
	Schedule A – Third Party requests for access to Data.....	16
	Schedule B – Australian Road Deaths Database and National Road Safety Research and Reporting Database.....	18

Version	Date	Revisions
0.1	April 2022	Circulated to all jurisdictions.
0.2	Sept 2022	Minor updates circulated to Vic and NT.
0.3	Sept 2023	Updates to reflect Cth legal advice. Circulated to all jurisdictions.
0.4	Dec 2023	Updates to reflect jurisdictional feedback. Clarified and simplified roles; replaced Steering Committee and Technical Working Group with current Road Safety Data Working Group; clarified reciprocal access to Research Database.
0.5	Feb 2024	Minor updates to reflect jurisdictional feedback and to improve clarity of terminology. Circulated to all jurisdictions.
0.6	Mar 2024	Final draft. Clean version circulated to jurisdictions for signing.
1.0	Apr 2024	Completed agreement signed by all jurisdictions.

Road Safety Data Sharing Agreement

1. PARTICIPANTS

This Agreement is made between the Agencies set out below

Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts ABN 86 267 354 017 (DITRDCA)

The State of New South Wales as represented by Transport for NSW ABN 18 804 239 602 (TfNSW)

The State of Queensland as represented by the Department of Transport and Main Roads ABN 39 407 690 291 (TMR)

The State of South Australia as represented by the Department for Infrastructure and Transport ABN 92 366 288 135 (DIT)

The State of Tasmania as represented by the Department of State Growth ABN 36 388 980 563 (DSG)

The State of Victoria as represented by the Department of Transport and Planning ABN 69 981 208 782 (DTP)

The State of Western Australia as represented by the Road Safety Commission ABN 91 724 684 688 (RSC)

The Australian Capital Territory as represented by the Transport Canberra and City Services Directorate ABN 37 307 569 373 (TCCS)

The Northern Territory of Australia as represented by the Department of Infrastructure, Planning and Logistics ABN 84 085 734 992 (DIPL).

2. PURPOSE

2.1 Purpose of the Agreement

- (a) The Agencies each collect road safety data as part of performing their functions. The goal of this road safety Data Sharing Agreement (the Agreement) is to set out clear governance for sharing that data to support better road safety outcomes for all Australians.
- (b) This Agreement is established within the context of the overarching Intergovernmental Agreement on Data Sharing (IGA) between Commonwealth and State and Territory governments which commits all Agencies to share data across jurisdictions as a default position, where it can be done securely, safely, lawfully and ethically. The [IGA](#) sets out the Data Sharing Principles (based on the 'Five Safes' Framework) that shape the content and the practical operation of this Agreement.
- (c) This Agreement documents shared practices between the Agencies to:
 - (i) create and provide access to the Data set out in Schedule B and any future road safety Data agreed by signatories to the Agreement

- (ii) implement a transparent governance framework that provides assurances to all parties that Data are stored and used in a secure, safe, lawful and ethical manner
- (iii) provide a pathway for Third Parties to seek access to the Data to undertake research projects to inform policy and program development subject to conditions imposed by the Road Safety Data Working Group (RSDWG)
- (iv) give effect to the agreement at the Data and Digital Ministers' Meeting of August 2021 that road safety is an initial priority data sharing area under the National Data Sharing Work Program.

2.2 Approved purposes for use of the Data

The Data may be used for the following Approved Purposes:

- (a) informing road safety related policy decisions
- (b) designing, delivering, and evaluating road safety related programs
- (c) tracking progress of a National Road Safety Strategy and/or Action Plan
- (d) statistical reporting of road fatalities and injuries
- (e) informing Regulatory Impact Statements for road safety related proposals
- (f) undertaking road safety research projects requiring multi-jurisdictional data, including by Third Parties (Schedule A)
- (g) any other purposes agreed by all Agencies through the RSDWG.

3. STATUS AND INTERPRETATION

3.1 Status

- (a) This Agreement is administrative in nature and is not intended to create, maintain or govern legal relations or obligations between the Agencies. The obligations arising under legislation for each participant are not affected by this Agreement.
- (b) The Agencies enter into the Agreement to establish arrangements for the exchange and handling of information. The Agreement does not of itself provide legal authorisation for the collection, use or disclosure of information by the Agencies. The Agreement only provides an agreed process and arrangements for the collection, use, storage and disclosure of information where doing so is in accordance with applicable laws which includes, to the extent it applies, the *Data Transparency and Availability Act 2022* (Cth).
- (c) The Agreement operates subject to and in accordance with all applicable Commonwealth, State and Territory laws.
- (d) The Agreement does not, and is not intended to, give rise to a legally binding agreement. However, the Agencies intend to observe the terms of the Agreement as if bound by the terms.
- (e) Nothing in the Agreement is to be construed as requiring an Agency to do anything that is inconsistent with the Agency's own policies or legal obligations and all terms of the Agreement are subject to the requirements of all applicable laws, not in derogation of them.

- (f) This Agreement does not modify or replace any existing data sharing agreements between any of the Agencies, unless agreed to by the relevant Agencies to this Agreement.

3.2 Definitions

The following definitions apply in this Agreement.

Agency means each of DITRDCA and the representative agencies of the States and Territories listed as participants in this Agreement.

Approved Purpose has the meaning given in clause 2.2 of this Agreement.

Australian Privacy Principles means Schedule 1 to the *Privacy Act* 1988 (Cth).

Australian Road Deaths Database (ARDD) is data shared monthly under this Agreement and set out in Schedule B to this Agreement.

Authorised Officer is the Personnel nominated to be an Agency's representative with respect to this Agreement. Authorised Officers have the functions outlined in clause 7.

Business Days means days (other than Saturdays, Sundays or public holidays) on which banks are open for general business in Canberra.

Commonwealth means the Commonwealth of Australia.

Confidential Information means Data that is not publicly available and information or documents designated confidential.

Data means road safety data and contextual information (including Metadata) that is collected, used or disclosed under this Agreement.

Data Breach means when Personal Information held is lost or subject to unauthorised access or disclosure.

Data and Digital Ministers (DDM) means the Commonwealth and State and Territory Ministers with responsibility for data and digital matters under Australian federal relations architecture.

Effective Date means the date this Agreement is signed by all Agencies or, if the Agencies sign on different dates, the date that the last Agency signs.

Harmful Code means any form of harmful surreptitious code or other contaminants, including viruses, bugs, trojan horses, spyware or adware.

Intellectual Property Rights include:

- (a) all copyright (including rights in relation to phonograms and broadcasts)
- (b) all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layout
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields

but does not include Moral Rights or rights in relation to Confidential Information.

Laws means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity, applicable from time to time.

Metadata means information about how data is defined, structured and represented.

Moral Rights means:

- (a) the right of attribution of authorship
- (b) the right of integrity of authorship
- (c) the right not to have authorship falsely attributed.

National Road Safety Research and Reporting Database (Research Database) is data shared under this Agreement and set out in Schedule B to this Agreement.

Personal Information means data that may contain personal information as defined in the *Privacy Act 1988* (Cth).

Personnel means, in relation to an Agency, any natural person who is an employee, officer, agent, contractor or professional adviser of that Agency.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Law means applicable laws which regulate the collection, disclosure, sharing and security of Personal Information, and applies to Commonwealth Government agencies, State and Territory government agencies, and users of the Data shared under the Agreement.

Privacy Impact Assessment has the same meaning as in section 33D of the *Privacy Act 1988* (Cth).

Road Safety Data Working Group (RSDWG) means the group described in clause 7.4.

Secretariat means the group described in clause 7.4(c).

Third Party means any entity that is not an Agency in this Agreement, including local government authorities; State, Territory or Commonwealth agencies; think-tanks, peak bodies; industry bodies; and academic researchers, including academic institutions. Provided that they are under control of an Agency, contractors are Personnel and not Third Parties for the purposes of the Agreement.

3.3 Interpretation

In this Agreement, unless the context indicates the contrary:

- (a) words importing a gender include any other gender
- (b) words importing persons include a partnership and a body whether corporate or otherwise
- (c) words in the singular include the plural and words in the plural include the singular
- (d) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer
- (e) reference to any statute or other legislation (whether primary or subordinate) is to statute or other legislation of the Commonwealth and the State or Territory as amended or replaced from time to time
- (f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning:
 - (i) reference to a Schedule is a schedule to the Agreement

- (ii) a Schedule forms part of the Agreement

3.4 Structure

- (a) This Agreement contains the following components:
 - (i) **body** of this Agreement
 - (ii) **Schedules** – comprising of additional operational information or Data to be disclosed for Approved Purposes and any special conditions to that disclosure under this Agreement.
- (b) In the event of inconsistency between any components of this Agreement, the following order applies unless otherwise expressly stated:
 - (i) body of this Agreement
 - (ii) any Schedule to this Agreement

3.5 Intellectual Property Rights

- (a) Nothing in this Agreement affects the ownership of Intellectual Property Rights of any Agency for the Data.
- (b) The Commonwealth will own the Intellectual Property Rights to the Data consolidated and managed by DITRDCA, including any Data consolidated and managed by way of any products, platform or licence as agreed by the Agencies in accordance with this Agreement.

3.6 No fees or monetisation

- (a) No royalties or other fees are payable by any Agency to any other Agency for use of the Data in accordance with this Agreement.
- (b) Unless otherwise stated, each Agency will bear its own costs of entering into and complying with this Agreement.
- (c) No fees are to be requested by or payable to a Third Party for use of the Data in accordance with this Agreement.
- (d) Unless altered by future agreement between the Agencies, the Data will not be monetised through jurisdictional or national outputs.

4. TERM

4.1 Commencement and duration

- (a) This Agreement commences on the Effective Date and subject to any agreed variation or termination by the Agencies will remain in force until such time as any other agreement between the Agencies displaces it.

4.2 Variation

- (a) Any Agency may propose a variation of this Agreement by a notice setting out details of the proposal to the RSDWG.
- (b) Unless otherwise indicated, this Agreement can only be varied by another document endorsed by the RSDWG or otherwise executed by all the Agencies.

4.3 Withdrawal

- (a) An Agency may withdraw from this Agreement by written notice to all the other Agencies stating the reason for the withdrawal.
- (b) The Agencies will convene a meeting within 30 days after receipt of the notice (or such longer period as is agreed by the Agencies) to consider whether it is feasible for this Agreement to remain on foot (with the remaining Agencies) and, if so, whether any consequential amendments are required to this Agreement.
- (c) An Agency's withdrawal will become effective 3 months after the written notice was sent.
- (d) An Agency may revoke its withdrawal at any time prior to it becoming effective by sending written notice to all other Agencies.
- (e) Subject to (b) above, if an Agency withdraws from this Agreement, this Agreement will continue in force with respect to the remaining Agencies.
- (f) For the avoidance of doubt, no early termination fees or other compensation is payable from or to an Agency that withdraws from this Agreement.

4.4 Termination

- (a) This Agreement may be terminated by the Agencies in writing at any time by agreement.

4.5 Survival

- (a) The following clauses set out under Risk Management survive the expiry, termination or withdrawal from this Agreement.

5. RISK MANAGEMENT

- (a) Each Agency will participate collaboratively in identifying and assessing any risks. Where risks are identified, including shared risk, the Agencies will address and manage the risks transparently in accordance with their respective policies and procedures.

5.2 Privacy

- (a) Each Agency will:
 - (i) comply with its obligations under Privacy Law and not do any act or engage in any practice which, if done or engaged in would be in breach of Privacy Law
 - (ii) notify the other Agencies immediately if it becomes aware of a breach or possible breach of any of its privacy obligations in relation to the collection, use or disclosure of Data under this Agreement
 - (iii) deal with a Data Breach or suspected breach in accordance with its internal policies and legal obligations.

5.3 Security incidents

- (a) Each Agency is responsible for ensuring that any activities it performs under this Agreement comply with all applicable government security requirements including where relevant:
 - (i) the [Protective Security Policy Framework](#) (PSPF)

- (ii) the [Australian Government Information Security Manual](#) (ISM).
- (b) Security breaches will be handled in the first instance by the affected Agency, in consultation with any other affected Agencies. Each Agency retains control of its information technology architecture and will be responsible for implementing response actions within the environment that it manages.
- (c) Each Agency will promptly notify the others if it becomes aware of any security incident related to the Data or related systems or processes that may impact the other Agencies.
 - (i) the notification will be provided within one business day, and no more than 48 hours from when the incident is first detected.
 - (ii) a report will be provided to all affected Agencies describing the suspected cause and the remediation that has occurred within the following timeframes of the incident being detected:

Type of incident	Preliminary report	Status report	Final report
Incident requiring action from other Agency or Agencies	One Business Day	Five Business Days	Within Five Business Days of resolution
Other Incidents	Three Business Days	Five Business Days	Within Five Business Days of resolution

5.4 Harmful Code

- (a) The Agencies acknowledge that each Agency:
 - (i) is responsible for installing virus checking in its own environment
 - (ii) will take reasonable measures to ensure that the Data or data transfer mechanism provided by them under this Agreement does not contain Harmful Code
 - (iii) will undertake testing of Data it obtains to ensure that it does not contain Harmful Code
 - (iv) will notify the other Agencies as soon as reasonably practicable if it becomes aware that any data transfer mechanism previously provided by them, or Data downloaded by them, contains or may have contained Harmful Code.

5.5 Data accuracy and quality

- (a) The Agencies acknowledge that the Data may not be accurate, up-to-date, complete or error-free.
- (b) The Agencies:
 - (i) will not knowingly or recklessly submit inaccurate Data

- (ii) will use reasonable endeavours to ensure the quality of the Data they provide.
- (c) The Agencies will notify each other if they become aware of errors or defects in Data they have previously provided:
 - (i) within one business day if the error or defect may cause significant harm to the operation of the Approved Purposes and/or business needs of the Agencies under the Agreement
 - (ii) in all other cases the Agency will provide an initial notification within 30 days and follow-up details within a period agreed either between the notifying Agency and DITRDCA or the notifying Agency and the RSDWG as appropriate.

5.6 Agencies use Data at their own risk

- (a) The Agencies acknowledge that any use of the Data is at the risk of the Agency making use of it and that each Agency:
 - (i) will undertake its own inquiries in respect of the use
 - (ii) is responsible for ensuring the Data or other information is appropriate for its intended purpose.

6. DATA SHARING ARRANGEMENTS

6.1 Outline of Agency roles

- (a) The State and Territory Agencies have primary responsibility for:
 - (i) collating and providing their Data under this Agreement
 - (ii) liaison within each jurisdiction to provide a consolidated input for each period of update
 - (iii) ensuring Data shared with them is protected from unauthorised access.
- (b) The Commonwealth Agency has primary responsibility for:
 - (i) receiving Data from the State and Territory Agencies
 - (ii) design and operation of national Data, in consultation with the RSDWG
 - (iii) providing access to national Data that it produces from Data shared by Agencies, including advice and caveats to users of national Data, in consultation with Authorised Officers or the RSDWG if required
 - (iv) ensuring Data shared with it is protected from unauthorised access.

6.2 Compliance with Laws, policies, codes and standards

Each Agency is responsible for ensuring that:

- (a) it is legally entitled to share the Data provided by it to another Agency
- (b) this Agreement or related documentation accurately sets out any limitations that apply to use of the Data provided by it
- (c) its Personnel are aware of, and comply with, this Agreement.

6.3 Management of access

Each Agency is responsible for ensuring that:

- (a) Unless permitted under the Agreement or any other agreement, its Personnel with access to any Data obtained by the Agency that is not publicly available:
 - (i) hold relevant security clearance for the Data they will access
 - (ii) have a legitimate 'need-to-know' to perform their duties
 - (iii) only use the Data for Approved Purposes
 - (iv) are Authorised Officers or their recorded delegates
- (b) It promptly notifies DITRDCA if any Authorised Officer:
 - (i) no longer holds that role in the Agency
 - (ii) goes on extended leave (longer than 60 days)

6.4 Data storage

- (a) Data provided by the Agencies will be stored by DITRDCA and will be subject to:
 - (i) the Commonwealth's Protective Security Policy Framework;
 - (ii) DITRDCA's Privacy Policy; and
 - (iii) the *Archives Act* 1983 (Cth).
- (b) Data held by the Commonwealth is subject to other applicable Commonwealth laws and regulatory frameworks.
- (c) Each Agency is responsible for destroying information held by it in accordance with relevant retention of data laws.

6.5 Acknowledgement of Data source

- (a) Outputs using the Data will acknowledge the source.

6.6 Access to Data by Third Parties

This clause is to be read in conjunction with Schedule A to this Agreement, which provides additional operational detail about the process and requirements for Third Parties to request access to the Data.

- (a) Unless required or authorised by Law, an Agency will not (and will ensure that its Personnel do not) disclose to any Third Party any Data that is not publicly available without the prior written approval of the RSDWG.
- (b) Approval from the RSDWG may be subject to conditions and may be on a one-off or regular basis.
- (c) The RSDWG may require further information about a request from a Third Party for access to the Data to prove it meets the requirements of the Agreement including:
 - (i) how the proposed disclosure will support an Approved Purpose
 - (ii) whether it contains any Personal Information or Confidential Information
 - (iii) a Privacy Impact Statement

- (iv) whether there is a risk of re-identification and, if so, how this risk will be managed
 - (v) whether there are any liability risks for the Agencies and, if so, how those risks will be managed
 - (vi) how the source of the Data will be acknowledged and attributed
 - (vii) ethics approval(s).
- (d) Before approving any Third-Party request for access to Data that includes Personal Information the RSDWG must be satisfied that the Third Party's purpose cannot be achieved through the use of Data without Personal Information and it would be impractical in the circumstances to seek the consent of the person(s) to whom the information relates.
 - (e) If DITRDCA receives a request under the *Freedom of Information Act 1982 (Cth)* in relation to Confidential Information it holds it will consult with the relevant Agencies.
 - (f) If an Agency (other than DITRDCA) receives a request under State or Territory Freedom of Information law in relation to Confidential Information it holds which is related to another Agency, it will notify DITRDCA for the purpose of alerting the other impacted Agencies.

7. GOVERNANCE

7.1 Nomination of Authorised Officers

- (a) Each Agency's signatory will nominate one or more Personnel positions as Authorised Officers to represent the Agency with respect to this Agreement.
- (b) The Agency's signatory nomination will delegate any responsibility, power, authority, duty or function conferred under this Agreement to the listed Personnel position.
- (c) Authorised Officers may delegate their authorisation and responsibilities to other Personnel completely or in part.
- (d) Delegations and nominations of additional Authorised Officers can only take effect from the date DITRDCA is notified in writing.

7.2 Role of Authorised Officers

- (a) Authorised Officers have the authority to:
 - (i) represent their Agency on the RSDWG
 - (ii) access and download the Data
 - (iii) use, reproduce, modify and adapt the Data for the Approved Purposes.
- (b) Authorised Officers have responsibility for:
 - (i) the provision and management of Data including data provided by both jurisdictional police and transport agencies implementing their Agency's data governance, risk management and security controls for the purposes of the Agreement.
- (c) Authorised Officers do not have authority to provide Data owned or managed by other Agencies to any Third Party, including other agencies in their respective

governments. They will refer other agencies to the Third-Party access procedure if those agencies require access to the Data.

- (d) Should the sharing of Data be subject to special legislative or regulatory requirements, the Authorised Officer for the relevant Agency will notify the Agencies of any such requirements prior to sharing the Data.

7.3 List of Authorised Officers

The Authorised Officers' positions and contact information nominated by each Agency as at the Effective Date are listed in the table below. The DSA Secretariat will maintain a register of Authorised Officers and each Agency is responsible for advising the Secretariat of any Personnel changes.

Agency	Authorised Officer (Position)
Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts	Director Road Safety Data Hub and Analytics
The State of New South Wales as represented by Transport for New South Wales	Director, Data and Analytics
The State of Queensland as represented by the Department of Transport and Main Roads	Executive Director, Policy, Safety and Regulation
The State of South Australia as represented by the Department for Infrastructure and Transport	Director Road Safety Policy and Reform, Transport Policy and Regulation
The State of Tasmania as represented by the Department of State Growth	Manager, Crash Data
The State of Victoria as represented by the Department of Transport and Planning	Manager Road Safety Data and Insights
The State of Western Australia as represented by the Road Safety Commission	Director, Analytics and Insights
The Australian Capital Territory as represented by the Transport Canberra and City Services Directorate	Director, Traffic Safety, Roads ACT
The Northern Territory of Australia as represented by the Department of Infrastructure, Planning and Logistics	Executive Director, Strategy, Policy and Legislation

7.4 Road Safety Data Working Group

- (a) The Authorised Officers (or their delegates) will form the RSDWG for the Agreement, chaired by DITRDCA.
- (b) The RSDWG will be responsible for the administration of this Agreement, including:


- (i) making timely decisions in relation to access requests from Third Parties in accordance with requirements set out in Schedule A to this Agreement, including approving the template for Third-Party access applications
- (ii) developing and agreeing an annual forward program of joint data-sharing priorities and projects that furthers the purposes of this Agreement, including future priority data sets for sharing, and data quality improvements, for example:
 - A. priority improvements to enhance the timeliness, consistency and quality of Data shared under the Agreement
 - B. additional data priorities to be shared under this Agreement
 - C. improvements to the efficiency of data collection and standardisation of national and jurisdictional Data
 - D. design and review of significant changes to, or new, re-categorisation and harmonisation transformations to produce national data.
- (iii) annual review of the purpose and operation of this Agreement, and updates to the Agreement and its Schedules as required to ensure it remains fit for purpose.
- (c) A Secretariat will be established within DITRDCA to support the operations of the RSDWG. The responsibilities of the Secretariat include:
 - (i) scheduling, agendas and outcomes for RSDWG meetings
 - (ii) managing any dispute processes
 - (iii) initial review of data requests submitted by Third Parties in accordance with requirements in Schedule A to this Agreement, and recommendations to the RSDWG
 - (iv) maintenance of records associated with the RSDWG including a register of Authorised Officers, and a register and copies of data sharing agreements established with Third Parties
 - (v) drafting of new Schedules to incorporate additional Data identified by the RSDWG as priorities for sharing, for agreement by the RSDWG.

EXECUTED as agreement.

SIGNED for COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS AND THE ARTS by its duly authorised officer, in the presence of:


Signature of witness

Aislinn Grainger
Name


Signature of officer

Ian Porter, First Assistant Secretary,
Research, Data, Strategy and Net Zero
Division
Name

20. 3. 2024
Date

SIGNED for THE STATE OF NEW SOUTH WALES AS REPRESENTED BY TRANSPORT FOR NSW by its duly authorised officer, in the presence of:


Signature of witness


Thomas Greenhalgh
Name


Signature of officer

Sally Webb, Deputy Secretary, Safety,
Environment and Regulation
Name

28/03/2024
Date

SIGNED for THE STATE OF QUEENSLAND AS REPRESENTED BY THE DEPARTMENT OF TRANSPORT AND MAIN ROADS by its duly authorised officer, in the presence of:


Signature of witness

Peter Brown, Director and CLLO,
Department of Transport and Main Roads
Name


Signature of officer

Sally Stannard, Director-General,
Department of Transport and Main
Roads
Name

12 April 2024
Date

SIGNED for THE STATE OF SOUTH AUSTRALIA AS REPRESENTED BY THE DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT by its duly authorised officer, in the presence of:



Signature of witness



Name

SIGNED for THE STATE OF WESTERN AUSTRALIA AS REPRESENTED BY THE ROAD SAFETY COMMISSION by its duly authorised officer, in the presence of:



Signature of witness



Name 27.3.24

SIGNED for THE STATE OF TASMANIA AS REPRESENTED BY THE DEPARTMENT OF STATE GROWTH by its duly authorised officer, in the presence of:



Signature of witness



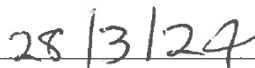
Name



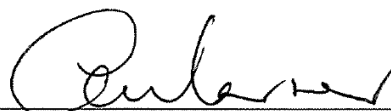
Signature of officer

Emma Kokar, Executive Director
Transport Policy and Regulation

Name



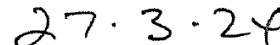
Date



Signature of officer

Adrian Warner, Road Safety
Commissioner

Name



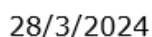
Date



Signature of officer

Denise McIntyre, A/g Deputy Secretary
Transport and Infrastructure

Name



Date

**SIGNED for THE STATE OF VICTORIA
AS REPRESENTED BY THE
DEPARTMENT OF TRANSPORT AND
PLANNING** by its duly authorised officer,
in the presence of:



Signature of witness

Matt Allan, Manager Road Safety Data and Insights,
Road Safety Victoria

Name



Signature of officer

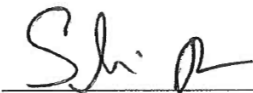
Marcelo Vidales, Executive Director
Road Safety Victoria

Name

27/03/2024

Date

**SIGNED for THE AUSTRALIAN CAPITAL
TERRITORY AS REPRESENTED BY THE
TRANSPORT CANBERRA CITY
SERVICES DIRECTORATE** by its duly
authorised officer, in the presence of:



Signature of witness

SHIUM REZA

Name



Signature of officer

Tim Rampton, Executive Branch
Manager Roads ACT

Name

28/03/2024

Date

**SIGNED for THE NORTHERN
TERRITORY of AUSTRALIA AS
REPRESENTED BY THE DEPARTMENT
OF INFRASTRUCTURE, PLANNING AND
LOGISTICS** by its duly authorised officer,
in the presence of:



Signature of witness

NATASHA TRAN

Name



Signature of officer

Leah Clifford, Acting Chief Executive

Name

21 March 2024.

Date

Schedule A – Third Party requests for access to Data

1. This Schedule sets out detail on Third Party access and use of Data provided under this Agreement that is not released as public data, and is to be read in conjunction with the rest of the Agreement.

Application requirements

2. Where a Third Party seeks access to Data shared under the Agreement, the Third Party must submit a data access request by completing the template request form approved by the RSDWG.
3. Once the Third Party submits the data access request to DITRDCA, the Secretariat and DITRDCA Authorised Officer(s) will review the request.
 - 3.1 If the request is not complete it will be rejected and will need to be re-submitted with complete information.
 - 3.2 If the data access request is found to be clearly inconsistent with the Agreement it will be rejected.
 - 3.3 If the request is complete and appears to meet the requirements for data sharing set out in this Agreement (including complying with the Approved Purposes) the request will be circulated to the RSDWG for consideration.
 - 3.4 If the request is rejected the Secretariat will endeavour to notify the Third Party within 10 working days. The request will also be provided to the RSDWG for information at its next meeting.

Consideration by the RSDWG

4. The RSDWG will use best endeavours to review the data access request and provide a decision within 28 days of the request being referred to the RSDWG.
5. In making its decision the RSDWG will consider whether the request is consistent with this Agreement and any relevant legislation or government policies.
6. The RSDWG may request additional information, including as set out in the main Agreement.
7. The RSDWG may require conditions be applied to any approval to access Data.
8. If an objection is raised by any RSDWG members the Secretariat will make best efforts to reconcile the positions of the Third Party and the objecting RSDWG member(s) within the scope of the Agreement. If no reconciliation occurs within a further 28 days, the data access request will be deemed rejected.
9. If the RSDWG approves the data access request, the Commonwealth Authorised Officer will provide the Data to the Third Party via secure file transfer or email if practicable and according to any additional conditions imposed by the RSDWG. This includes the conditions of use for the lifecycle of the Data, including access, use, and destruction.
10. If the RSDWG rejects the data access request, the Third Party will be advised of the RSDWG's reasons for this.

Output review stage

11. When the Third Party has completed its use of the Data and finalised outputs proposed for publication or other use based on the Data, these outputs are to be provided to the Secretariat who will circulate to the RSDWG for review for 28 days ('no surprises period').

12. If RSDWG members identify that the outputs are not consistent with the approved conditions of use of the Data the Third Party will be asked to amend their outputs to ensure consistency with the conditions of use of the Data.
13. Following the 'no surprises period', if there are no objections from RSDWG members, then the outputs are published/used in the manner described in the application as approved by the RSDWG.
14. The Secretariat will maintain a register and records of data access requests, and provide the RSDWG with an annual summary of Data shared via data access requests from Third Parties including:
 - (a) number of data access requests received
 - (b) number of data access requests approved
 - (c) number of access forms rejected, the Agency that objected and the reason for rejection
 - (d) list of published outputs (where they are publicly available).

Examples:

Example 1: The Productivity Commission wants to use Data from the National Road Safety Research and Reporting Database to evaluate the impact of National Heavy Vehicle Law. The purpose of use is consistent with the Agreement and the relevant Schedule or Schedules and is likely to be approved. As the Commission is not a participant to the Agreement it must make a Third-Party access request as per the steps above.

Example 2: In the course of their official duties a consultant or contractor contracted by a territory government wants access to all Data under the Agreement for all jurisdictions to benchmark crash incidence rates. It is the responsibility of the Agency and its Authorised Officer and any delegates to manage access to the Data within their agency, and to ensure that their Personnel comply with the terms of the Agreement. In this case the Agency responsibility includes an assessment of the 'need to know' – whether the consultant or contractor requires access to the entire Data to perform the requested analysis, or whether access to a subset of fields is sufficient. The Agency is also responsible for ensuring the consultant complies with any conditions for destruction of copies of the Data after use. The consultant or contractor are considered Personnel for the duration of their contract, providing they are under the control of the Agency, and the Authorised Officer would need to ensure appropriate delegations are in place.

Example 3: A university wants to undertake research into road safety for publication in a journal. Their Third-Party access request is approved by the RSDWG and DITRDCA provides the university with the requested Data via secure file transfer. At the output review stage, a jurisdiction expresses concerns at the way it is portrayed in the output. A dialogue occurs to address the concerns. The representation is found to be factual, and the RSDWG confirms the final product aligns with the purposes of the Agreement before the output is approved for publication.

Example 4: A not-for-profit organisation requests access to the Data for the purpose of generating an interactive product designed to support local governments to identify and manage road safety on local roads. The organisation intends to charge for access to the product to cover costs and/or support its operations. The RSDWG rejects the application because it includes monetisation of the Data.

Schedule B – Australian Road Deaths Database and National Road Safety Research and Reporting Database

1. Two databases will be created and maintained in accordance with this Schedule:
 - (a) *Australian Road Deaths Database (ARDD)*

A summary database with information on fatal crash and fatality records. Contains combined Data from each jurisdiction at the crash and person unit record level in a standardised format. It does not release Personal Information.
 - (b) *National Road Safety Research and Reporting Database (Research Database)*

A detailed database with information on all casualty crashes. Contains combined Data from each jurisdiction at the crash, vehicle and person unit record level in a standardised format. It also includes additional national fields derived from jurisdiction inputs. Integration of additional vehicle data may also be used to identify presence of standard safety features.
2. They are detailed as per the documents, as updated from time to time:
 - (a) Australian Road Deaths Database: Data Dictionary.
 - (b) National Road Safety Research and Reporting Database Report Volume 2: Structure and Metadata.
3. Agencies will provide Data from their jurisdictions to populate these databases.
4. Where Agencies are unable to provide Data in accordance with Clauses 2 and 3 of this Schedule they will provide information to DITRDCA in response to requests for information to populate the ARDD and the Research Database, and make best efforts to improve the quality and nature of Data provided to match the documents identified at clause 2.

Data sharing arrangements – management of access

5. DITRDCA will publish the ARDD.
6. All Agencies may access the national Research Database, with that access governed by the terms of this Agreement.
7. Agencies will not publish the Research Database. Fields in the Research Database that are not published by the source Agency are Confidential Information.
8. Agencies may publish aggregate and summary Data outputs from the Research Database consistent with the Approved Purposes which may include:
 - (a) progress reporting for a Road Safety Strategy and/or Action Plan
 - (b) statistical publications including PDFs, tables, visualisations, and maps
 - (c) analysis to inform advice provided to Ministers, policy advisors and/or other stakeholders
 - (d) analysis for policy development, program evaluation, and road safety research
 - (e) Data that is already published by States and Territories.
9. If an Authorised Officer delegates access to the Research Database to other Personnel, they will advise the RSDWG Secretariat, who will maintain a register of Personnel with access to the Research Database.

10. When an Agency uses Confidential Information from the Research Database for a significant project it will provide the RSDWG with a summary of the project scope and outcomes to support knowledge sharing, and to enable the Secretariat to generate a register of how the Research Database is being used to inform future improvements to the Database.
11. Third Parties may apply for access to Confidential Information from the Research Database as set out in this Agreement.

Data sharing arrangements - access to Confidential Information by Third Parties

12. In addition to requirements set out elsewhere in this Agreement, approved Third Party users of Confidential Information described in this Schedule will be required to:
 - (a) provide the RSDWG with a review of final proposed outputs that demonstrates re-identification risks are mitigated to the satisfaction of the RSDWG
 - (b) comply with destruction and retention provisions at the conclusion of the project.

Data sharing arrangements - timing

13. Data shared for the ARDD will be provided by States and Territories to DITRDCA monthly, within the first 7 days of each month and include any updated data from 1 January the previous year to the end of the preceding month. Jurisdictions will notify DITRDCA as soon as possible if they are unable to meet these timeframes.
14. Data shared for the Research Database will be provided by States and Territories to DITRDCA bi-annually, by end May and end October and will include any updated data for the previous 5 years to 1 January (May data provision) or 1 July (October data provision). Jurisdictions will notify DITRDCA as soon as possible if they are unable to meet these timeframes.

Data sharing arrangements - Data quality and Metadata

15. State and Territory Authorised Officers will provide information to support data quality, including Metadata that details definitions and data limitations.
16. If a jurisdiction makes changes to their Data, including data format or definitional changes, a full description of the changes will be provided to DITRDCA to enable associated updates to be made.
17. The Agencies' Data inputs for the Research Database will be subject to various re-categorisation and harmonisation transformations to produce the Research Database, including generating derived fields for reporting of national road safety indicators and measures as per the document '*National Crash Database Report: Volume 2*', and its successors.
18. Significant changes to re-categorisation and harmonisation transformations to produce the Research Database, including generating derived fields for reporting of national road safety indicators will be developed in collaboration with relevant Agencies.

Data retention and destruction

19. Source Data and resulting transformations will be retained and available for analysis under the terms and conditions in effect at the date an Agency withdraws from this Agreement or the date this Agreement lapses, unless the withdrawing Agency requests in writing that its source Data be destroyed.
20. The withdrawing Agency may request that source Data shared under the Agreement be destroyed, or may detail the source Data fields to be destroyed, and DITRDCA will:
 - (a) comply with the request subject to its legal obligations in relation to retention including under the *Archives Act 1983* (Cth); and

- (b) publish the request including details of the data destroyed and the reasons for destruction.

Examples

Example 1: The Office of Road Safety within DITRDCA is proposing additional funding for Driver Reviver Site Upgrades nationwide and wants to use the Research Database for analysis to identify possible new sites. The analysis will be shared with States and Territories and published.

This use is permitted under the Agreement and does not require additional approvals.

Example 2: The Vehicle Safety Standards within DITRDCA needs to carry out a Regulatory Impact Statement for mandating safety technology in new light vehicles. As part of its analysis it will use the vehicle Data in the Research Database, including the Vehicle Identification Numbers (VIN) to identify crashes that might have been impacted by the technology and the presence of existing safety features in crashed vehicles (e.g. airbags, lane keep assist).

This use is permitted under the Agreement and does not require additional approvals. The Agency will provide the RSDWG with a summary of the project scope and outcomes.

Example 3: The Bureau of Infrastructure and Transport Research Economics within DITRDCA is proposing to use the Research Database for national research into crashes at intersections. It is expected that there could be differences by State and Territory, and the Bureau will follow best practice to consult the State and Territory Data Owners on correct interpretation of the Data.

This use is permitted under the Agreement and does not require additional approvals. The Agency will provide the RSDWG with a summary of the project scope and outcomes.

Example 4: A jurisdiction Agency is planning to commission a consultant to undertake road safety research that will be published. This will involve providing the Research Database to the consultant.

This use is permitted under the Agreement and the Authorised Officer is responsible for ensuring the consultant understands and behaves in accordance with this Agreement, including the destruction of any Confidential Data held by it once the project is complete. The Agency will provide the RSDWG with a summary of the project scope and outcomes.